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ASSIGNMENT AND ASSUMPTION AGREEMENT
INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of February 1, 1973, by and between NORTH AMERICAN HOPPER CAR COMPANY, c/o North American Car Corporation, 77 South Wacker Drive, Chicago, Illinois (hereinafter called "Assignor") and FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, 15th and Chestnut Streets, Philadelphia, Pennsylvania, not personally but solely as Trustee under Trust Agreement dated as of February 1, 1973, among the Investors named in Schedule 1 thereto and NORTH AMERICAN HOPPER CAR COMPANY as Trustors and the FIRST PENNSYLVANIA BANKING AND TRUST COMPANY as Trustee, (hereinafter called the "Trust"). The Trust is hereinafter called the "Assignee".

WHEREAS, Assignor has entered into a Lease of Railroad Equipment dated as of February 1, 1973, between Chicago and North Western Transportation Company and Assignor, which Lease has been filed and recorded under the provisions of Section 20c of the Interstate Commerce Act as Document No. 6882-A (hereinafter called the "Lease"),

NOW THEREFORE, the parties hereto agree that in consideration of the sum of \$1.00 and other good and valuable considerations paid by the Assignee to the Assignor the receipt of which is hereby acknowledged as well as the mutual covenants herein contained the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee its interest as Lessor in and to the Lease in accordance with the provisions of Section 11 of such Lease.
2. All the rights of Lessor under the Lease including but not limited to the rights under Section 5, 6, 9, and 16 and the right to receive the rentals payable under the Lease shall inure to the benefit of the Assignee.
3. Whenever the term Lessor is used in the Lease it shall apply and refer to Assignee.
4. The Assignee may deliver to Lessee an executed counterpart of this Assignment which shall constitute Assignor's written notice to the Lessee of the Assignment hereunder.
5. This Assignment is executed by First Pennsylvania Banking and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority to conferred upon it

and invested in it as such Trustee. No personal liability shall be asserted or enforceable against The First Pennsylvania Banking and Trust Company or any person interested beneficially in the Trust by reason of their being beneficially interested in the Trust.

6. Assignor agrees to cause a counterpart of this Assignment to be recorded and filed under Section 20c of the Interstate Commerce Act.

7. Assignee agrees (and agrees to obtain from any Assignee or beneficiary of Assignee an Agreement) to indemnify, protect and hold Chicago and North Western Transportation Company as Lessee under the Lease and Guarantor under the Security Documents as defined in the Lease from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, and expenses in connection therewith, including but not limited to counsel fees and expenses, penalties and interest, arising out of the Lessor's failure to serve notice upon the Lessee and the Guarantor promptly, or to otherwise perform the Lessor's obligations under this Lease or under the Security Documents and assume all other obligations required under Section 22 of the Lease.

NORTH AMERICAN HOPPER CAR COMPANY

BY

Thomas J. Kelly
Vice Pres

THE FIRST PENNSYLVANIA BANKING AND
TRUST COMPANY, as Trustee as
aforesaid and not personally

BY

Wm. M. Kraybill
W. M. KRAYBILL
VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 16th day of February, 1973, before me personally appeared Thomas J. Kelly, to me personally known who, being by me duly sworn, said that he is a Vice President, of NORTH AMERICAN HOPPER CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation this day by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Susan M. Sineman
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)

On this 23rd day of February, 1973, before me personally appeared H. M. Krayer, to me personally known, who being by me duly sworn said that he is a Vice President of THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, which is trustee of the aforesaid Trust, that the foregoing instrument was signed by him this day on behalf of the Trust, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trustee.

Elizabeth J. Schero
Notary Public

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 1, 1976